

INFORMATION TO OFFERORS OR QUOTERS

(Section A - Cover Sheet)

1 SOLICITATION NO.
N00174-03-R-0007

2. (X one)
a. SEALED BID
☒ b. NEGOTIATED (RFP)
c. NEGOTIATED (RFQ)

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segragated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitation involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Forms 18 and 33, or other solicitation documenrts and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modification of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals".

The envelope used in submitting your reply must be plainly marked with Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)

Supply Department, Code 1142J
NAVSEA INDIAN HEAD DIVISION
101 Strauss Avenue
Indian Head, Md. 20640

4. ITEM TO BE PURCHASED (Brief description)

SUPPORT TRAPS

5. PROCUREMENT INFORMATION (X and complete as applicable)

☐ a. THIS IS A FULL AND OPEN PROCUREMENT
☒ b. THIS PROCUREMENT IS A 100% SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section 1 of the Table of Contents in this solicitation for details of the set-aside.)
☒ (1) Small Business ☐ (2) Labor Surplus Area Concern ☐ (3) Combined Small Business/ Labor Area Concern

6. ADDITIONAL INFORMATION:

POC: KAREN TINDLEY, 1142J
Email: tindleyka@ih.navy.mil
Tel: (301)744-6385 Fax: (301)744-6547

FOR INFORMATION ON THIS PROCUREMENT WRITE OR CALL

7 NAME AND ADDRESS
Karen Tindley
ADDRESS SAME AS BLOCK 3

TELEPHONE (Area Code, No. & Ext.)
(301)744-6385

NO
COLLECT
CALLS

8. REASONS FOR NO RESPONSE (X all that apply)

<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM (s)	<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL
<input type="checkbox"/>	OTHER (Specify) _____ THE TYPE OF ITEMS INVOLVED _____		
9. MAILING LIST INFORMATION (X ONE)			
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENTS OF THE TYPE OF ITEM (s) INVOLVED			
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (Including Zip Code)	
c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) Date Signed (YYMMDD)

DD FORM 1707 REVERSE, MAR 90

FOLD

AFFIX
STAMP
HERE

FROM:

SOLICITATION NUMBER	
N00174-03-R-0007	
DATE (YYMMDD)	LOCAL TIME
12-May-03	3:00 p.m.

TO: SUPPLY DEPARTMENT
NAVSEA INDIAN HEAD DIVISION
101 STRAUS AVENUE
INDIAN HEAD, MARYLAND 20640
CODE:1142J

FOLD

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 42	
2. CONTRACT NO.		3. SOLICITATION NO. N00174-03-R-0007		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 10 Apr 2003	6. REQUISITION/PURCHASE NO. 2323122840395	
7. ISSUED BY NAVSEA INDIAN HEAD 101 STRAUSS AVE. ATTN: KAREN TINDLEY 1142J TINDLEYKA@I H.NAVY.MIL INDIAN HEAD MD 20640 5035			CODE N00174	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
			TEL: 301/744-6385 FAX: 301/744-6547			TEL:	FAX:
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Building 1558</u> until <u>15 00</u> local time <u>12 May 2003</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME KAREN TINDLEY		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301/744-6385		C. E-MAIL ADDRESS tindleyka@ih.navy.mil	
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES		
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		4		J	LIST OF ATTACHMENTS
X	D	PACKAGING AND MARKING		8	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	INSPECTION AND ACCEPTANCE		10	X	K	REPRESENTATIONS, CERTIFICATIONS AND
X	F	DELIVERIES OR PERFORMANCE		12			OTHER STATEMENTS OF OFFERORS
X	G	CONTRACT ADMINISTRATION DATA		14	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS
X	H	SPECIAL CONTRACT REQUIREMENTS		18	X	M	EVALUATION FACTORS FOR AWARD
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B Supplies or Services and Prices

BASE YEAR

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	MK 117 PROPELLANT SUPPORT TRAPS IN ACCORDANCE WITH STATEMENT OF WORK AND DRAWING 1638AS117 Rev C				
0001AA	FIRST ARTICLE	10	EA		
0001AB	PRODUCTION QUANTITY AFTER FIRST ARTICLE IS APPROVED	500	EA		
0001AC	PRODUCTION QUANTITY IF FIRST ARTICLE IS WAIVED	500	EA		
0002	DATA IN ACCORDANCE WITH DD 1423	1	EA	NSP	NSP

STEPLADDER PRICING

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0003	OPTION YEAR 1 MK 117 PROPELLANT SUPPORT TRAPS SAME AS CLIN 0001				
		100-500	EA		
		501-1000	EA		
		1001-1250	EA		
0004	DATA IN ACCORDANCE WITH DD 1423	1	EA	NSP	NSP

STEPLADDER PRICING

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0005	OPTION YEAR 2 MK 117 PROPELLANT SUPPORT TRAPS SAME AS CLIN 0001				
		100-500	EA		
		501-1000	EA		
		1001-1250	EA		
0006	DATA IN ACCORDANCE WITH DD 1423	1	EA	NSP	NSP

STEPLADDER PRICING

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0007	OPTION YEAR 3 MK 117 PROPELLANT SUPPORT TRAPS SAME AS CLIN 0001	100-500 501-1001 1001-1250	EA EA EA		
0008	DATA IN ACCORDANCE WITH DD 1423	1	EA	NSP	NSP

STEPLADDER PRICING

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0009	OPTION YEAR 4 MK 117 PROPELLANT SUPPORT TRAPS SAME AS CLIN 0001	100-500 501-1002 1001-1250	EA EA EA		
0010	DATA IN ACCORDANCE WITH DD 1423	1	EA	NSP	NSP

SECTION C Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

HQ C-1-0001 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Attachment 3, attached hereto.

STATEMENT OF WORK FOR PROCUREMENT OF MK-1 17 PROPELLANT SUPPORT TRAP

Requirements: The manufacturer is to produce end item MK-1 17 propellant support traps in accordance with DWG 1638AS1 17 rev C. . The term "casting" used in this statement of work shall also mean the same as "forging". The following is a detailed statement of work for manufacturing the propellant traps:

1.0 First Article Sample:

- A. This section can be deleted if the vendor has previously manufactured this part and no changes have occurred.
- B. No official first article is required for the raw castings. NSWC personnel shall visit the casting facility once casting of the first production batch has been cast. Vendor x-rays, relevant certifications and data shall be reviewed on site. This will ensure proper interpretation of the requirements for casting. The vendor must resubmit 10 first article samples, If the vendor changes any tooling, gating or his "process". The vendor must notify NSWC in writing prior to changing any process.
- C. The machining requirements shall first be examined during standard receipt inspection at NSWC.
- D. It is noted for the vendor that the material quality standards on the propellant trap are difficult to attain. Specifically, it has been difficult for past vendors to meet the quality standards in the four feet area.
- E. A detailed process plan shall be submitted with the first article. This process plan must include all processes, equipment, techniques and sketches needed to manufacture the support trap. Changing any part of the process plan after the first article acceptance, could result in a new quantity of first articles. Any changes to this process plan must be submitted in writing to NSWC prior to the process change.

2.0 Heat Treat:

- A. All castings shall be heat treated in accordance drawing note 3. The material hardness after heat treat shall be Rc 20 min. and Rc 30 max.
- B. All castings shall be segregated by heat treat lot. The vendor shall employ a suitable method of keeping the casting heat treat lots separate. Marking such as steel stamping or etching shall not be done. See general requirement for shipping finished propellant traps.

Changing heat treater or the heat treat process after the first article acceptance, could result in a new quantity of first articles. Any changes to this process plan must be submitted in writing to NSWC prior to the process change.

3.0 Weld Repair:

- A. Weld repair shall not be done on the propellant traps.

4.0 X-rays:

- a. A manufacturer submitted x-ray shooting sketch shall be reviewed by

NSWC prior to shipping the first article or the first production lot. Once reviewed, all subsequent x-rays shall follow the shooting sketch. The vendor shall not change the x-ray shooting sketch unless reviewed by NSWC.

- b. X-rays shall be done 100% in accordance with MIL-STD-2175, class 1, grade A. Reference radiographs shall be in accordance with ASTM E1 96, 1/8 inch thick plates for all thin wall areas and ASTM E1 96, 3/8 inch thick plates for the four feet.

C. To be in compliance with note 6 on the drawing the vendor shall follow the radiographic standards as called out in step b above. An additional X-ray after machining is not required.

- d. Government approval of the test plan does not relieve the contractor from the quality assurance requirements of the specification.

5.0 Magnetic particle Inspection:

- a. Magnetic Particle Inspection

1. Magnetic Particle Inspection (MPI) shall be done 100% on all AFT Trap. Inspections shall be done in accordance with MIL-STD-1949. The method shall be continuous, wet fluorescent.

Indications shall be judged IAW MIL-STD-1 907, Table 11, Grade A. All units shall be treated IAW paragraph 5.6 of MIL-STD-1 949A after MPI.

2. The vendor shall submit a Magnetic Particle Inspection Technique sheet to NSWC for review prior to start. All subsequent Magnetic Particle Inspections shall be IAW the technique sheet. The vendor shall not change the technique unless authorized by NSWC.

3. The AFT Traps shall be 100% MPI after machining and prior to Plating. The entire surface area of each AFT Trap shall be subjected to at least one MPI. The MPI shall be conducted after all machining has been completed but before plating has begun.

6.0 Plating

- a. All propellant traps shall be plated in accordance with the following, Electrodeposited Zinc coat IAW ASTM B 633, Classification Type 111, SC2.

- b. Optional plating if used shall be as specified in note 4 on the drawing.

7.0 General Data and Certification Requirements:

The following are general requirements and data items. All data items shall be supplied to NSWC with each shipment:

- a. All propellant traps shall be segregated and shipped to NSWC by heat treat batch. The vendor shall wrap or box the units so the heat is easily identified. The heat treat batch number shall be used to track the propellant through all processing steps.
- b. All data and certifications shall be traceable to the heat treat batch number.
- C. The time and temperature records for each heat treat batch shall be generated by the vendor. These records shall be supplied to NSWC with each shipment.
- d. Heat treat certifications for all heat treat batches shall be supplied to NSWC. If the casting was heat treated more than once, both certifications shall be supplied. At a minimum the certification shall have the following information: (1) Identification of heat treater (2) Indicate that the propellant traps have been heat treated and that they meet the minimum required mechanical properties (3) Number of parts included in the heat treat batch shall be indicated. These records shall be supplied to NSWC with each shipment.
- e. Material certification (chemical composition) of the 4130 metal shall be supplied with each shipment. At a minimum the certification shall contain the percentages of the constituents in the metal. These records shall be supplied to NSWC with each shipment.
- f. Magnetic particle certification shall be sent on a per shipment basis.
- g. All x-rays and x-ray read sheets on each castings shall be sent to NSWC. These records shall be supplied to NSWC with each shipment.
- i. Plating and Dimensional certifications shall be supplied. At a minimum the required method shall be called out on the certification for each process. A blanket certification is acceptable.
- J. The content and format for all certifications and data may be defined by the manufacturer. The content and format shall be reviewed when the first shipment is received.

8.0 Shipping Location:

- a. All certifications and data, shall be sent to:

Code 2310H
Naval Surface Warfare Center
Indian Head Highway
Indian Head, MD 20640-5035

The propellant traps shall be shipped to the location called out in the contract.

- b. For data required by DD 1423 for other NSWC Indian Head Codes, the following address shall be used:

NAVAL SURFACE WARFARE CENTER
ATTENTION CODE 2310 H
INDIAN HEAD HIGHWAY
INDIAN HEAD, MARYLAND 20640-5035

HQ C-2-0008 - ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

HQ C-2-0027 - FIRST ARTICLE (GOVERNMENT TESTING) (NAVSEA) (SEP 1990)

(a) For the purpose of this contract, the "First Article" is synonymous with the terms "preproduction model(s)" and "preproduction equipment".

(b) The production equipment shall be manufactured with tools, materials and methods which are the same as, or representative of the tools, material and methods which were used to manufacture the First Article. The First Article shall not be delivered for first article approval tests as provided for in the clause of this contract entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING" (FAR 52.209-4) until after the Contractor has fully tested it, at its expense, to determine compliance with said requirements and it has been preliminarily accepted by the Contract Administration Office. The Contractor shall make a record of all data obtained during such tests in such form as is consonant with good engineering practice and furnish five (5) copies thereof. The cover sheet of each copy of this record shall be marked with this contract number and the item identification. One (1) copy shall be furnished to the Contract Administration Office at the time of inspection for preliminary acceptance, one (1) copy shall accompany the First Article on delivery thereof, and three (3) copies shall be furnished to the Naval Sea Systems Command and the time of First Article delivery.

(c) Pursuant to paragraph (e) of the clause entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING", the First Article shall not be delivered as part of the production quantity.

HQ C-2-0038 - PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

HQ C-2-0062 - WAIVER OF FIRST ARTICLE REQUIREMENTS (NAVSEA) (SEP 1990)

If the First Article is waived by the Government, the Contractor shall deliver supplies that are identical or substantially identical to those previously accepted by the Government under the following contract(s):

Contract(s) _____

(Offeror to fill in contract number(s), as applicable. See Section M)

SECTION D Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0004 - PACKAGING LANGUAGE (W/OTHER THAN MIL-E-17555 REQUIREMENT) (NAVSEA)

For Level A packaging and Level A and Level B packing, use of polystyrene "loose-fill" material is prohibited for packaging and packing applications such as cushioning, filler, dunnage, etc.

For Level C packaging and packing and if specifications stated "Domestic shipment and early equipment installation of onboard repair parts", unless approved by the procuring activity (see 6.2 of the packaging specification), use of polystyrene "loose-fill" material for packaging and packing applications such as cushioning, filler, dunnage, etc. is prohibited. When approved, unit packages and containers (interior and exterior) shall be marked or labeled as follows:

Contents cushioned, etc. with polystyrene "loose-fill" material. Not to be taken aboard ship. Remove and discard "loose-fill" before shipboard storage. If required, recushion, etc., with cellulosic material, bound fiber, fiberboard, transparent flexible cellular material, etc.

In Section 6, "Ordering Data" add "when polystyrene 'loose-fill' material is approved".

HQ D-2-0004 - IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

HQ D-2-0006 - MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

IHD 31 - MARKING OF SHIPMENTS (COMMERCIALLY PACKAGED ITEMS)(NAVSEA/IHD) FEB 2000

(a) Marking shall be in accordance with ASTM D 3951-90, "Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No: **N00174-03-C-**

Bldg: **154**

Code: **2310P**

*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

HQ E-1-0001 - INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

HQ E-2-0005 - INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION (NAVSEA)

All Item(s) _ - Inspection and acceptance shall be made at destination by a representative of the Government.

HQ E-2-0006 - GOVERNMENT FURNISHED MATERIAL (NAVSEA) (MAY 1995)

Government Furnished Material: When material is furnished by the Government, the contractor's procedures shall include at least the following:

- (a) Examination upon receipt, consistent with practicality, to detect damage in transit;
- (b) Inspection for completeness and proper type;
- (c) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;
- (d) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation;
- (e) Identification and protection from improper use or disposition; and
- (f) Verification of quantity.

Damaged Government Furnished Material: The contractor shall report to the Government representative any Government-furnished property found damaged, malfunctioning, or otherwise unsuitable for use. In event of damage or malfunction during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use.

Bailed Property: The contractor shall, as required by the terms of the Bailment Agreement, establish procedures for the adequate storage, maintenance, and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained. These procedures and records shall be subject to review by the Government representative.

[As used in the foregoing, the term "material" applies to Government-furnished equipment to be installed in or furnished with the end item. The term "property" is Government equipment that is used in the fabrication or assembly of the end item, and is not delivered as part of the end item.]

ITEM	QUANTITY	DATE
MOLD	1 EA	5 DAYS AFTER AWARD OF CONTRACT

IHD 45 - SAMPLING OF RECEIVED MATERIAL - ORDNANCE MATERIAL AND ORDNANCE COMPONENT PARTS (NAVSEA/IHD) FEB 2000

(a) When the Indian Head Division, Naval Sea Systems Command, Indian Head, Md. receipt inspects ordnance material or ordnance component parts under this contract for Naval rockets or missiles, the following sampling procedures will be used:

MIL-STD-105D - Level I with:
 AQL of .065 for criticals
 AQL of 1.00 for majors
 AQL of w.50 for minors

(b) In all cases the acceptance number will be ZERO (0), the entire lot will be rejected for any defect.

(c) Notwithstanding the above, the Indian Head Division, Naval Sea Systems Command, Indian Head, Md. may, at its discretion, accept a defect on a waiver on a case-by-case basis.

IHD 47 - INSPECTION AND ACCEPTANCE TIMEFRAME (NAVSEA/IHD) FEB 2000

Inspection and acceptance of supplies to be furnished under this contract shall be made by the Government within 45 days after receipt of material. Payment will be tendered not later than 30 days after acceptance has occurred.

IHD 49 - INSPECTION AND ACCEPTANCE (DESTINATION) (NAVSEA/IHD) (FEB 2000)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

CLINS	QUANTITY	UNIT	DELIVERY DATE	SHIP TO ADDRESS
0001AA	10	EA	90 DAYS ADC	NAVSEA INDIAN HEAD DIVISION RECEIVING OFFICER BUILDING 116 101 STRAUSS AVENUE INDIAN HEAD, MD 20640-5035
0001AB	500	EA	90 DAYS AFTER FIRST ARTICLE APPROVAL	SAME AS CLIN 0001
0001AC	500	EA	90 DAYS ADC IF FIRST IS WAIVED	SAME AS CLIN 0001
0002	AS SPECIFIED WHEN OPTION IS EXERCISED	OPTION	(*)	SAME AS CLIN 0001
0003	AS SPECIFIED WHEN OPTION IS EXERCISED	OPTION	(*)	SAME AS CLIN 0001
0004	AS SPECIFIED WHEN OPTION IS EXERCISED	OPTION	(*)	SAME AS CLIN 0001

(*) Stepladder Quantities 500 Each 90 Days After Exercise of Option
 Stepladder Quantities 501-1250 500 Each due 90 Days After exercise of option with 700
 Each delivered every 120 days thereafter until all
 deliveries are complete.

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of Clause)

IHD 61 - PLACE OF DELIVERY: DESTINATION (NAVSEA/IHD) FEB 2000

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Receiving Officer
Indian Head Division
Naval Sea Systems Command
101 Strauss Avenue
Indian Head, Maryland 20640-5035

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as non-responsive and proposals may be deemed unacceptable.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- ☐ a separate invoice for each activity designated to receive the supplies or services.
☐ a consolidated invoice covering all shipments delivered under an individual order.
☒ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

INVOICE MAILING INSTRUCTIONS

**MAIL INVOICES TO: NAVSEA INDIAN HEAD DIVISION
 COMPTROLLER DEPARTMENT, CODE 021
 ACCOUNTING AND FINANCE DIVISION, BUILDING 1601
 101 STRAUSS AVENUE
 INDIAN HEAD, MD 20640-5035**

NOTE: It is extremely important that your invoice be mailed to the address cited above. **FAILURE TO DO SO WILL RESULT IN A DELAY OF YOUR PAYMENT.** Informational copies of the invoice may be mailed to the contract administrator and/or the technical point of contact; however, the official invoice must be mailed to the Indian Head Comptroller Department.

HQ G-2-0003 - CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)**(a) Electronic Funds Transfer (EFT) Payment Requirements**

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)

The following contacts are provided for this contract:

Contract Administrator:
Phone Number:

Payments/Invoicing:
Phone Number:

Technical Representative:
Phone Number:

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer .

IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

<u>HOLIDAY</u>	<u>DATE OF OBSERVANCE</u>

New Year's Day	01 January (Tuesday)*
Martin Luther King's Birthday	21 January (Monday)*
President's Day	18 February (Monday)*
Memorial Day	28 May (Monday)*
Independence Day	4 July (Wednesday)*
Labor Day	3 September (Monday)*
Columbus Day	15 October (Monday)*
Veteran's Day	12 November (Monday)*
Thanksgiving Day	22 November (Thursday)*
Christmas Day	25 December (Tuesday)*

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

AREA	FROM	TO
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

IHD 88 - CERTIFICATE OF ANALYSIS (NAVSEA/IHD) FEB 2000

(a) A certificate of analysis/test showing that the material has been sampled and/or tested and found to be within the minimum requirements of the specification/drawing/contract shall be prepared. The certificate shall be () maintained by the contractor for a minimum of one (1) year from the completion of the order/contract or (X) forwarded to this activity; one (1) copy to accompany the shipment (in the packing list envelope) and one (1) copy mailed to arrive at time of receipt of the shipment (mark the certificate to the attention of: Code 2310P).

(b) Each certificate must be traceable to the material covered by the certificate. The certificate shall state, above the signature of a legally authorized representative of the company the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(c) Certificate for shipments of bulk chemicals shall state contract number, drawing or specification number, lot number, rail car number if shipped by rail or trailer number if by truck, and the date of shipment.

(d) Any demurrage accrued as a result of detaining commercial carriers because of nonreceipt of the certificate shall be the responsibility of the Contractor.

(e) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

IHD 89 - CERTIFICATE OF COMPLIANCE (NAVSEA/IHD) FEB 2000

(a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (1) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of Code 2310P.

(b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

Item	Qty
Mold	1 EA

IHD 113 - NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
---------	-------

- K Representations, Certifications and Other Statements of Offerors (Bidders)
- L Instructions, Conditions, and Notices to Offerors (Bidders)
- M Evaluation Factors for Award

IHD 126 - GOVERNMENT-FURNISHED PROPERTY (FEB 2000) (NAVSEA/IHD)

- (a) The Government will furnish the following property to the Contractor for use in performance of this contract in accordance with the following schedule:

Item	Qty	Delivery Schedule
Mold	1 EA	5 days after date of contract

- (b) The property will be delivered at the Governments expense at or near **(The contractor is to insert the address, city or town and state in which the plant is located; and if rail transportation is specified in paragraph (a) above, the exact location of private siding or public team track at which rail shipments will be received, as well as the name of the railroad(s)):**

- (c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

- (d) Within 30 days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the Contractor shall notify the Contracting Officer, in writing, thereof.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	FEB 2002
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	AUG 1996
52.222-19	Child Labor--Cooperation with Authorities and Remedies	SEP 2002
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.225-15	Sanctioned European Union Country End Products	FEB 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-14	Rights in Data--General	JUN 1987
52.229-3	Federal, State And Local Taxes	JAN 1991

52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	DEC 2002
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	MAY 2002
52.245-1	Property Records	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	DEC 1989
52.246-23	Limitation Of Liability	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JAN 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7005	Identification Of Expenditures In The United States	APR 2002
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7010	Duty-Free Entry--Additional Provisions	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (Dec 00) Alt I	DEC 2000
252.225-7017	Prohibition on Award to Companies Owned by the People's Republic of China	FEB 2000
252.225-7025	Restriction on Acquisition of Forgings	JUN 1997
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.225-7037	Duty Free Entry--Eligible End Products	AUG 2000
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.232-7004	DOD Progress Payment Rates	OCT 2001

252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989)

(a) The Contractor shall deliver 10 unit(s) of Lot/Item 0001AA within 90 calendar days from the date of this contract to the Government at **NAVSEA INDIAN HEAD DIVISION** for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within **45** calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraphs (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs

thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within as indicated below. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

OPTION 1 WITHIN 365 DAYS AFTER CONTRACT AWARD

OPTION 2 WITHIN 365 DAYS AFTER OPTION 1

OPTION 3 WITHIN 365 DAYS AFTER OPTION 2

OPTION 4 WITHIN 365 DAYS AFTER OPTION 3

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (OCT 2002)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing

equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address (include point of contact and telephone number) :

(End of clause)

SECTION J LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

1. Drawing 1638AS117 Rev C
2. Detail Certification Sheet
3. DD 1423's
4. DD 1664's
5. First Article Plan
6. Past Performance Matrix
7. Past Performance Coversheet/Interview Sheet

ATTACHMENTS WILL BE AT THE END OF THE SOLICITATION.

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11 Certification And Disclosure Regarding Payments To Influence APR 1991
 Certain Federal Transactions

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS			
	PRICE		
ITEM	QUANTITY	QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to

obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance(Street Address, City, State,
County, Zip Code)**

**Name and Address of Owner and Operator of the
Plant or Facility if Other Than Offeror or
Respondent**

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332995.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the

Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

() Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End ProductsLine Item NumberCountry of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End ProductsLine Item NumberCountry of Origin (If known)

(End of provision)

252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998)

(a) Does the offeror propose to furnish—

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry;
or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes () No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes () No ()

(2) Has the duty on such foreign supplies been paid?

Yes () No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$ _____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(End of clause)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

___ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

5252.211-9000 NOTICE TO OFFERORS - USE OF OZONE DEPLETING SUBSTANCES (AUG 1993)

(a) In accordance with section 326 of Pub L.102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

<u>Class I ODS Identified</u>	<u>Specification/Standard</u>
--------------------------------------	--------------------------------------

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

(End of Notice)

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order: X DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Price Supply** contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

**NAVSEA INDIAN HEAD DIVISION
ATTENTION: RUTH ADAMS, CODE 1142
101 STRAUSS AVENUE
INDIAN HEAD, MD 20640-5035**

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov.library>

252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC. 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

(Insert complete address)

(End of Clause)

HQ L-2-0005 - NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides engineering or technical support to Code 2310H, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

**HQ L-2-0010 - SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE
(NAVSEA) (MAY 1998)**

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)

THE OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:

GENERAL INFORMATION: Each offeror must submit an offer/proposal and other written information in strict accordance with these instructions. When evaluating an offeror the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The government will consider any failure on the part offeror to comply with both the letter and the spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contact the contracting officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions.

The offeror shall submit the following information:

1. Two (2) completed and signed solicitation packages, with all representations and certifications executed, and with prices in Section B.
2. Two (2) copies of the technical proposal, Volume I.
3. Two (2) copies of the past performance information, Volume II.
4. Two (2) copies of the price proposal, Volume III.

OFFERORS SHALL ADDRESS THE FOLLOWING FACTOR: (Listed in order of importance) Information shall be submitted in three separate volumes or folders as detailed below.

VOLUME I - TECHNICAL PROPOSAL – Shall address Factors as detailed below. Not to exceed 20 single sided pages, not less than 10 pitch (Times New Roman or similar).

TECHNICAL ,EXPERIENCE

- Identify the prime contractor and contractor's certification to all required quality specifications.
- Identify and explain the proposed method of manufacturing the support trap, from how it will be formed and machined to dimensional inspection.
- Identify and explain the critical factors in the manufacturing process involved in making the item.
- Attach a detailed, proposed, Process Flow/Time Line for the machining and dimensional inspection portion of the deflector.
- Identify any foreseeable problem areas in the development process that will effect schedule. Identify any plans to eliminate them.
- List process controls that the contractor will use to ensure that the end item is in accordance with the drawing requirements.

SUB-CONTRACTING

- Identify which part of the job will subcontracted and names and addresses of the subcontractors.

- Indicate any relevant past experience that these companies have in relation to manufacturing the support trap or other items similar to the support trap.
- Identify and explain the critical factors in the sub-contracting process involved in making the item:
 - Machining
 - Inspection (Dimensional, in-process, CMM)
 - Plating
- List process controls that the subcontractor will use to ensure the item is in accordance with the drawing requirements.
- Identify all quality specifications the sub-contractors certified to.

VOLUME II PAST PERFORMANCE - Shall contain only the Past Performance Information

Past performance is a measure of the degree to which an offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complies with federal, state, local laws and regulations. The offeror shall provide a list of references using the Past Performance Matrix, (Attachment 6), who will be able to provide information regarding the offerors past performance during the past three (3) years regarding: (1) customer satisfaction; (2) timeliness; (3) reliability; (4) program management; (5) and product quality.

The offeror will submit the Past Performance Coversheet Interview Sheet (Attachment 7), to each of the references listed on the Past Performance Matrix, a minimum of three (3) is required. The offeror shall instruct the reference to complete the past performance Questionnaire and return it directly to:

NAVSEA Indian Division
Attention: Karen Tindley, Code 1142J
101 Strauss Avenue
Indian Head, MD 20640-5035

The offeror selected references must be listed on the Past Performance Matrix. Failure of the references to submit the Past Performance Questionnaire to the contract specialist by **May 12, 2003** may result in the inability to the Government to rank the offerors past performance.

NOTE: PAST PERFORMANCE INFORMATION & QUESTIONNAIRE SHEETS ARE ATTACHMENTS TO THE SOLICITATION, AS LISTED IN SECTION J.

VOLUME III Price – (Shall contain only the price information)

Although price is the least important factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the offers in relation to the other factors on which selection is to be made. Price will be evaluated by the Contracts personnel to determine fair and reasonableness through the most appropriate method available.

This folder/binder shall contain (2) complete copies of the solicitation (the RFP) with all representations/certifications executed and pricing appropriately noted in Section B or any continuation sheets.

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE:

52.217-5 Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

HQ M-2-0006 - EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

HQ M-2-0012 WAIVER OF FIRST ARTICLE REQUIREMENTS (GOVERNMENT TESTING) (NAVSEA) (JUL 2000)

(a) If supplies identical or substantially identical to those called for in the Schedule have been previously furnished by the Offeror and have been accepted by the Government, the first article requirements may be waived by the Government. The Offeror shall identify below the contract(s) under which supplies identical or substantially identical to those called for have been previously accepted by the Government:

Contract(s)

(b) All offerors should submit an offer on the basis that first article requirements will not be waived (hereinafter referred to as OFFER A). Offerors who believe, on the basis of paragraph (a) above, that they may qualify for waiver of first article may also submit an offer on the basis that the first article requirements will be waived (hereinafter referred to as OFFER B). This solicitation contains separate delivery schedules for OFFER A and OFFER B.

(c) Subject to considerations of responsiveness of offers and responsibility of Offerors and subject to other evaluation factors provided for in this solicitation, the price used in determining best value to the Government will be either the price submitted for OFFER A or the price submitted by for OFFER B if the Government determines an offeror is eligible for first article waiver. The decision whether to grant a waiver is entirely at the discretion of the Government.

(d) Offers will be evaluated so as to take into account the cost to the Government of testing the first article. The cost to the Government of such testing will be added to the price of all offers which include first article requirements. For the purpose of making this evaluation, it is estimated that \$ 14,780.00 will be the cost to the Government for first article testing.

(e) Any award resulting from this solicitation will state whether the first article requirements are or are not waived. In the event of waiver, all clauses and references to the first article will not be applicable.

IHD 211 - SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (FFP) (MAR 2000) (NAVSEA/IHD)

I. The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas. Proposals will be evaluated and rated against the factors listed below, in descending order of importance:

Technical Proposal
Past Performance
Price

As technical proposals become more equal, past performance and price will become more significant factors. With respect to technical proposal, past performance and price, the Government is more interested in obtaining technical excellence and superior performance than lowest price. However, the Government will not pay a price premium that it considers disproportionate to the benefits associated with the proposed margin of technical excellence and superior performance. In determining best overall value, the Government will first assess an offeror on the basis of Technical proposal and then compare and rank offerors on the basis of past performance. Then the Government will compare the tradeoffs between relative margins of technical ranking, performance and price. The offer who represents the best value will be the offeror who represents the best tradeoff between technical excellence, superior performance and price.

A. TECHNICAL PROPOSAL (In descending Order of Importance)

1. The following technical factors shall apply:

Technical, Experience
Sub-Contracting

2. All proposals which are unrealistic in terms of technical capabilities will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risks of the proposed contractual requirements and will reflect a low technical score.

3. An offeror is required to submit a technical proposal as detailed herein. If an offeror fails to submit a technical proposal a score of zero will be assigned, past performance will not be evaluated and the offeror will be ineligible for award.

B. PAST PERFORMANCE

1. The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and their competitors to successfully meet the requirements of the RFP. Past performance of significant and/or critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort.

2. The Government will evaluate the quality of the offeror's past performance. This may include any aspect of past performance that is related to this contract. A record of poor past performance may be considered an indication that the offeror may be lacking in areas such as reliability, quality and customer satisfaction. However, a record of average or exceptional past performance will not result in favorable assessment of an otherwise technically deficient technical proposal. In evaluating an offeror's past performance, the Government will consider information contained in the offeror's past performance references, information obtained from other sources, including past and present customers, subcontractors and any others who may have useful information, and other past performance data available to the Government. Offerors with no past performance history will receive a neutral rating.

a. The subfactors listed below (which are equal in importance) will be used to evaluate past performance:

- i. Product Quality. The offeror's demonstrated ability to conform to contract specification requirements.
- ii. Reliability. The offeror's demonstrated ability to conform to contract requirements.
- iii. Timeliness. The offeror's demonstrated ability to meet contract schedules and delivery dates.
- iv. Customer Satisfaction. The offeror's demonstrated commitment to maintaining an acceptable level of performance and customer satisfaction.

3. Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:

Excellent – The offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.

Good- The offeror's performance was better than average. The contractual performance was accomplished with some minor problems to which corrective actions taken by the contractor were effective. They would be willing to do business with offeror again.

Average – The offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the offeror again.

Poor – The offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the offeror again under any circumstances.

Neutral – Offerors lacking relevant past performance history will receive a neutral rating for past performance. The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offeror that fails to provide the past performance information or to assert that the company has no relevant directly related or similar past performance may be considered ineligible for award.

C. PRICE

1. Although price is not the most important evaluation factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

2. The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a price, technical and past performance standpoint. However, if considered necessary by the contracting officer, discussions will be conducted only with those offerors determined to have a reasonable chance for award.

METHODOLOGY

The offerors' submission in response to Factors 1 and 2 shall be reviewed by the technical review team. Each factor shall be reviewed based on the merits of the information contained in the offerors' submission. Each factor shall be reviewed and assigned a score as follows:

Factor 1 – Technical, Experience	Assigned a range of 0 to 65 points
Factor 2 – Sub-Contracting	Assigned a range of 0 to 35 points
Factor 3 - Past Performance	Assigned a descriptor rating
Factor 4 - Price	Not scored

Once all evaluations are complete the corresponding scores shall be tabulated and placed in a chart as follows in this example:

<u>Offeror</u>	<u>Factor 1 & 2 Score*</u>	<u>Past Performance Rating</u>	<u>Price</u>
A	88	Excellent	\$300,000
B	93	Excellent	\$350,000
C	0 **		\$295,500
D	82	Excellent	\$297,000
E	93	Poor	\$450,000

* Not to exceed 100

** Technical proposal not submitted.

Once this information is tabulated, offerors will be compared making value and price tradeoffs and award will be made to the offeror that represents the Best Value to the Government. If the offeror with the highest scores also represents the lowest price then that offeror is clearly the Best Value. If an offeror with higher scores has a higher price, then a determination must be made whether the difference in value is worth the higher price. In the example the government may award to Offeror A, Offeror B (if it could be determined whether the difference in greater value is worth the difference in price when compared to Offeror A), or Offeror D. Offeror E, even though reflective of a high technical score would not be considered for award based on the POOR past performance rating .

DETAIL CERTIFICATION SHEET

To: Naval Ordnance Station
Indian Head, MD 20640
Attn: Code 401A

Contract/Purchase Order No. _____

Drawing/Specification No. _____

Item Name/Program _____

Number of Units _____

1638AS117 Rev. C

Trap, Propellant Support

500

	THESE CERTS ARE REQUIRED		I WILL FORWARD THESE TESTS DATA RESULTS/ CERTS - ATTACHED TO THIS SHEET	I WILL MAINTAIN THESE CERTS ON FILE
	TO KEEP ON FILE	TO FWD		
MATERIAL <i>includes Metallurgy</i>		✓		
HARDNESS TEST				
PRESSURE/LEAK TEST				
HEAT TREAT		✓		
WELDING				
MAGNETIC PARTICLE INSPECTION				
ULTRASONIC INSPECTION				
RADIOGRAPHIC INSPECTION				
DYE PENETRANT INSPECTION		✓		
PROTECTIVE FINISH (coating)		✓		
SURFACE PREPARATION				
OTHER:				
X-Ray Reports		✓		

(COMPANY NAME) _____

(AUTHORIZED SIGNATURE) _____

Attachment (a)

Form Approved
OMB No. 0704-0188

CONTRACT LINE ITEM NO. Propellant Support Trap	B. EXHIBIT A.	C. CATEGORY: TDP TM OTHER X
---	---------------	--

1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Test / Acceptance Report	3. SUBTITLE Time & Temperature Data
--------------------------	---	--

7. DD 250 REQ	9 DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION
LT	REQUIRED	AS REQ	See Blk. 16	b. COPIES
8. ADD CODE		11. AS OF DATE	13. DATE SUBSEQUENT SUBMISS	c. ADDRESSES
				FINAL

10. REMARKS	12.			
Block:	2310H		1	

12 and 13: TBD per delivery lot.			

Bart Hutchinson				
Code 2310H				
Naval Surface Warfare Center				
101 Strauss Avenue Bldg. 702				
Indian Head, MD 20640-5035				

15. Total		1	0

Bart M. Hutchinson	18 Nov 2002	M Elaine Turphouse	2003-01-15
--------------------	-------------	--------------------	------------

DD FORM 1423-1, JUN 90 Previous editions are obsolete. 1161/183 Attachment (F)

15. 10. 1994	



Attachment (3)

CONTRACT DATA REQUIREMENTS LIST

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

CONTRACT LINE ITEM NO. Propellant Support Trap		B. EXHIBIT A.		C. CATEGORY: TDP TM OTHER X	
D. SYSTEM/ITEM MK 117 JATO		E. CONTRACT/PR NO.		F. CONTRACTOR	
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM Certification / Data Report		3. SUBTITLE Heat Treat Certifications	
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80678 (Advisory)		5. CONTRACT REFERENCE See SOW Sec. 7.D.		6. REQUIRING OFFICE 2310H, Bldg. 702	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY AS REQ	12. DATE OF FIRST SUBMISSION See Blk. 16	14. DISTRIBUTION	
8. APP CODE N/A	N/A	11. AS OF DATE N/A	13. DATE SUBSEQUENT SUBMISS See Blk. 16	a. ADDRESSEE FINAL See Blk. 16 Draft Reg Repo	
16. REMARKS Block: 12 and 13: TBD per delivery lot. 14. Mailing address: Bart Hutchinson Code 2310H Naval Surface Warfare Center 101 Strauss Avenue Bldg. 702 Indian Head, MD 20640-5035 Contractor format acceptable. Format submitted shall be approved by the Government.				12.	
				2310H	
				2310P LT Only	
				1121 LT Only	
				15. Total	
1					
0					

G. PREPARED BY  Bart M. Hutchinson	H. DATE 18 Nov 2002	I. APPROVED BY  M. Elaine Turberson	J. DATE 2003-1-15
---	------------------------	---	----------------------

DD FORM 1423-1, JUN 90

Previous editions are obsolete. 1161/183

Attachment (F)

17. Price Group
18. Estimated Total Price



Attachment (3)

Form Approved
OMB No. 0704-0188

CONTRACT LINE ITEM NO.
Propellant Support Trap

TDP	TM	OTHER	X
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
16	16	16	16
17	17	17	17
18	18	18	18
19	19	19	19
20	20	20	20
21	21	21	21
22	22	22	22
23	23	23	23
24	24	24	24
25	25	25	25
26	26	26	26
27	27	27	27
28	28	28	28
29	29	29	29
30	30	30	30
31	31	31	31
32	32	32	32
33	33	33	33
34	34	34	34
35	35	35	35
36	36	36	36
37	37	37	37
38	38	38	38
39	39	39	39
40	40	40	40
41	41	41	41
42	42	42	42
43	43	43	43
44	44	44	44
45	45	45	45
46	46	46	46
47	47	47	47
48	48	48	48
49	49	49	49
50	50	50	50
51	51	51	51
52	52	52	52
53	53	53	53
54	54	54	54
55	55	55	55
56	56	56	56
57	57	57	57
58	58	58	58
59	59	59	59
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61	61	61	61
62	62	62	62
63	63	63	63
64	64	64	64
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66	66	66	66
67	67	67	67
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72	72	72	72
73	73	73	73
74	74	74	74
75	75	75	75
76	76	76	76
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79	79	79	79
80	80	80	80
81	81	81	81
82	82	82	82
83	83	83	83
84	84	84	84
85	85	85	85
86	86	86	86
87	87	87	87
88	88	88	88
89	89	89	89
90	90	90	90
91	91	91	91
92	92	92	92
93	93	93	93
94	94	94	94
95	95	95	95
96	96	96	96
97	97	97	97
98	98	98	98
99	99	99	99
100	100	100	100

F. CONTRACTOR

3. SUBTITLE

Material Certification

6. REQUIRING OFFICE
2310H, Bldg. 702

14. DISTRIBUTION

a. ADDRESSEE	FINAL		
See Blk 16	Draft	Reg	Report

12.			
2310H		1	
2310P LT Only			
1121 LT Only			
15. Total		1	0

Bart Hutchinson
Code 2310H
Naval Surface Warfare Center
101 Strauss Avenue Bldg. 702
Indian Head, MD 20640-5035

Contractor format acceptable. Format submitted shall be approved by the Government.

J. DATE

Mary Elaine Junkhauer 2003-01-15

Previous editions are obsolete. 1161/183

Attachment (F)

17. Price Group

18. Estimated Total Price

Attachment (3)

Form Approved
OMB No. 0704-0188

CONTRACT LINE ITEM NO.
Propellant Support Trap

TDP	TM	OTHER X
-----	----	---------

F. CONTRACTOR

3. SUBTITLE

Dye Penetrant Certification

6. REQUIRING OFFICE
2310H, Bldg. 702

14.	DISTRIBUTION
-----	--------------

a. ADDRESSEE	FINAL		
See Blk 16	Draft	Reg	Repo

12.			
2310H		1	
2310P LT Only			
1121 LT Only			
15. Total		1	0

Bart Hutchinson
Code 2310H
Naval Surface Warfare Center
101 Strauss Avenue Bldg. 702
Indian Head, MD 20640-5035

Contractor format acceptable. Format submitted shall be approved by the Government.

DATE

2003-01-15

Attachment (F)

18. Estimated Total Price

→

Attachment (3)

Form Approved
OMB No. 0704-0188

CONTRACT LINE ITEM NO. Propellant Support Trap	B. EXHIBIT A.	C. CATEGORY: TDP TM OTHER X
---	---------------	--

17. Price Group
18. Estimated Total Price

Attachment (F)

→

Attachment (3)

DATA ITEM DESCRIPTION

Form Approved
OMB No. 0704-0188
Exp. Date: Jun 30, 1986

1. TITLE

ACCEPTANCE TEST REPORT

2. IDENTIFICATION NUMBER

DI-QCIC-80141

3. DESCRIPTION/PURPOSE

3.1 The Acceptance Test Report documents the results of the postcutover acceptance testing on the switching system prior to final system acceptance.

4. APPROVAL DATE
(YYMMDD)

860407

5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

F/AFCC-TSPMO

6a. DTIC REQUIRED

6b. GIDEP REQUIRED

7. APPLICATION/INTERRELATIONSHIP

7.1 This data item description contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement for this data included in the contract.

7.2 This data item description is related to Acceptance Test Plan, DI-QCIC-80154.

8. APPROVAL LIMITATION

9a. APPLICABLE FORMS

9b. AMSC NUMBER

F3804

10. PREPARATION INSTRUCTIONS

10.1 Contract. This data item is generated by the contract which contains a specific and discrete work task to develop this data product.

10.2 General. The Acceptance Test Report shall document the results of all acceptance tests performed by the contractor in accordance with the Acceptance Test Plan. The report shall delineate the particular test procedures by description or appropriate Equipment Performance Specification (EPS) reference, the specific results obtained, the witnesses, and any other pertinent observations. Test results shall be the applicable quantitative data in the form of recordings, instrument readings and related data. The report shall contain a copy of the completed, signed Test Validation Sheets from the Acceptance Test Plan.

10.3 Test Discrepancies. In those instances where the contractor failed to comply with the technical requirements of the EPS, the report shall identify the discrepancy and the contractor's recommended solution to obtain compliance with the EPS requirements. The report shall also provide a schedule for technical compliance.

Attachment (4)

DATA ITEM DESCRIPTION

Form Approved
OMB No. 0704-0188

1. TITLE

Certification/Data Report

2. IDENTIFICATION NUMBER

DI-MISC-80678

3. DESCRIPTION/PURPOSE

3.1 Certification data is required to verify that specific qualifications have been obtained, tests have been performed, parts/assemblies/equipments/systems have been installed, tested, inspected and are ready for operation; that personnel have specific qualifications to perform assignments/operations/inspections; or to certify identity, interchangeability, (Continued on page 2.)

4. APPROVAL DATE (YYMMDD)

880912

5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

N/SEA 5523

6a. DTIC APPLICABLE

6b. GIDEP APPLICABLE

7. APPLICATION/INTERRELATIONSHIP

7.1 Certification may be required for a single event/operation, or may be required for a specified time period, or certification may be required on a continuing basis with periodic re-certification or updating of the original certification.

7.2 The technical content requirements for this item shall be specified in the contract. When this DID is applied to contracts acquiring items via a military specification prepared in accordance with MIL-STD-961, the necessary detailed technical requirements shall be (Continued on page 2.)

8. APPROVAL LIMITATION

9a. APPLICABLE FORMS

9b. AMSC NUMBER

N4533

10. PREPARATION INSTRUCTIONS

10.1 Format. The report shall be typewritten in narrative format on the contractor's form. The report shall cover the type of certification specified in Block 3, "Subtitle," of the CDRL, DD Form 1423.

10.2 Content. The report shall contain the contract number and data item sequence number, and shall contain a statement that specifically identifies the purpose and applicability of this certification.

10.2.1 Certification of completion. Certification that tests have been performed, inspections made, parts/assemblies/equipments/systems have been installed, tested, inspected, and area ready for operation, or that specific qualifications have been obtained shall provide objective evidence in support of the certification. Objective evidence may include such items as spectographs, radiographs, material sampling, analysis, inspection and testing reports, or any other necessary documentation.

10.2.2 Certification of personnel. Certifications that personnel have specific qualifications shall be supported by licenses, permits, tests, statements of competency, or other documentation. The specific capabilities to perform an assignment, inspection, or other operations shall be stated in the certification.

10.2.3 Certification of data reviews. Certifications that documentation/data has been reviewed shall contain a statement of the "depth" of the examination and the results thereof. If the documentation being reviewed cannot be certified, the report shall so state and shall list the reasons, i.e., deficiencies, conflicting data, etc.

(Continued on page 2.)

11. DISTRIBUTION STATEMENT

DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

Block 3, Description/Purpose (Continued)

compatibility, reliability, or completeness of documentation being prepared or reviewed by a contractor. The technical effort involved will be the result of equipment/procurement specification requirements.

Block 7, Application/Interrelationship (Continued)

prepared as an appendix to the military specification entitled "Certification Data/Report Technical Content Requirements." The appropriate paragraph in block 10 herein, i.e., 10.3.1 or 10.3.2 shall be specified on the DD Form 1423, Contract Data Requirements List (CDRL).

7.3 This DID supersedes UDI-A-23264B.

Block 10, Preparation Instructions (Continued)

10.2.4 Certification of compliance. Certification of compliance to specific specification requirements shall be a statement to the effect that the contractor has complied.

10.3 Technical content.

10.3.1 The technical content shall be in accordance with the appendix entitled "Certification Data/Report Technical Content Requirements," contained in the applicable military specification as stated in the DD Form 1423, Contract Data Requirements List.

10.3.2 The technical content shall be as specified on the DD Form 1423, Contract Data Requirements List.

10.4 Supplemental information. Additional specific material, drawings, sketches, photographs, etc., in support of these certifications shall be as defined in the DD Form 1423.

10.5 Signature. The certification report shall be signed by the contractor's authorized representative responsible for insuring that the equipment being delivered/service being performed is in accordance with contract requirements.

Attachment (4)

DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
2. TITLE Radiographic Inspection Plan		1. IDENTIFICATION NUMBER DI-NDTI-80674		
3. DESCRIPTION/PURPOSE 3.1 This plan describes the contractor's radiographic procedure, technique and contains a sketch as to how the radiograph will be taken. The principal use is to provide the contracting activity a basis upon which to judge the acceptability of the contractor's work.				
4. APPROVAL DATE (YYMMDD) 880812	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) AS	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP 7.1 This DID contains the format and content preparation instruction for data as specified in 50.3 of the appendix. Radiographic Inspection: Qualification of Equipment, Operators and Procedures of MIL-STD-453C.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9b. AMSC NUMBER N4523	
10. PREPARATION INSTRUCTIONS 10.1 <u>Content and Format</u> . The Radiographic Inspection Plan shall consist of the Radiographic Procedure, Technique, Shooting Sketch and Interpretation Report that shall document in detail the contractor's plan for performing the required radiographic inspection. 10.1.1 The Radiographic Procedure sheet shall include procedure data (sample format) in figure 1. 10.1.2 An outline for the Technique (sample format) in figure 2. 10.1.3 The information required for Radiographic Shooting Sketch (sample format) is given in figure 3. 10.1.4 Data required for Radiographic Interpretation Report (sample format) in figure 4. <div style="text-align: right;">(Continued on page 2)</div>				
11. DISTRIBUTION STATEMENT <u>DISTRIBUTION STATEMENT A</u> . Approved for public release; distribution is unlimited.				

10. Preparation Instructions (continued)

Procedure No. _____

Part, Acceptance Sheet

Part Name _____ Part ID _____
 Drawing No. _____ Stage of Mfg. _____
 Material _____ Surface Condition _____
 Requirements Doc _____ Technique Doc _____
 Acceptance STD/Doc _____ Penetrameter Block _____
 Acceptance Criteria _____

EquipmentX-RayIsotope

Mfg. _____ Source _____
 Model & Type _____ Source Strength _____
 Focal Spot _____ Curries _____ Date _____
 Current/RAD Rating _____ Camera Mfg. & Model _____
 Voltage Rating _____ Source Spot Size _____

Film Processing

_____ Manual _____ Automated

Intensifying Screen/Filters

Front Screen: Material _____ Thickness _____
Back Screen: Material _____ Thickness _____
Filters: Material _____ Thickness _____
 Location _____

Automatic Processor Mfg. & Model _____

Developer Temperature _____

Complete Cycle Time _____

Attachment (4)FIGURE 1. Radiographic procedure sheet.

10. Preparation Instructions (continued)

Procedure No. _____

No. of Exposures _____

Exposure No.	1	2	3	4	5	6
Quality Level						
Density Requirement						
No. of Films						
Film Brand						
Film Type						
Film Size						
No. of Pen.						
Pen. Material						
Pen. Size						
Shim Material						
Source to Film Distance						
KV						
Milliamps						
Exposure Time						
Material Thickness						
Shim Thickness						

Masking or Blocking Instructions _____

Shot/Film Identification _____

Special Instructions _____

Reporting Requirements _____

Disposition _____

Attachment (1/)FIGURE 2. Technique.

10. Preparation Instructions (continued)

Procedure No. _____

- Showing:
- a. Areas to be radiographed
 - b. Thickness of material
 - c. Location marker
 - d. Direction of radiation
 - e. Penetrameter placement (IQI)
 - f. Block/masking
 - g. Source to film distance
 - h. Location of film

Prepared by _____ Approved by _____
Title _____ Title _____
Date _____ Date _____
Company Name _____

FIGURE 3. Radiographic shooting sketch.

Attachment (4)

10. Preparation Instructions (continued)

Part Name _____ Part ID _____
 Drawing No. _____ Requirements Doc. _____
 Technique Doc. _____ Stage in Mfg. _____
 Material _____ Surface Condition _____
 Acceptance Std/Doc. _____ Acceptance Criteria _____

Inspection Procedure No. _____

DATA

Part/Shot I.D.

Identifying rejectable defects
including size and location

Inspector	Cert Level	Date	Reviewer	Cert Level	Date
-----------	------------	------	----------	------------	------

FIGURE 4. Radiographic interpretation report.

Attachment (4)

FIRST ARTICLE TEST PLAN

I. Item Description

A. Item Nomenclature: Trap, Propellant Support

Dwg. # - 1638AS117
Program - MK 117 Jato
F/A Qty. - 10 each

Purchase Request:

Originator: Baet Hutchinson
Code: 2310H
Ext.: X1144

F/A Evaluation Period: 30 days from item receipt

II T/A TEST PLAN

Step No.	Defect No.	Zone	INSPECTION REQUIREMENT	Gage
1.	M101	Note 3	Material: Investment Casting per MIL-Sf-22141, Comp. IC-4130 normalized or quenched and tempered; Rc 20 minimum, or forging per MIL-S-46172, Grade D, 4130 hardness Rc 20-30	Chem Anal
2.		Note 6	X-ray in accordance with MIL-STD-192. No cracks, fissures or flaws are allowed.	
3.	M102	Note 4	Zinc chromate plate or coat per MIL-C-87115, Class 3 or ASTM B633, Type III, SC 2.	EDDY Current
4.	M103	B-6	4.765-.015 diameter	SMI
5.	M104	B-3	2.010+/- .010 diameter and 1.015/A	SMI
6.		B-3	1.125+/- .010 length (4 Places)	SMI
7.	M105	C-3	.705-.025 depth	SMI
8.		C-2	1.750+/- .010 diameters and 1.015/A	SMI
9.		B-2	.371-.010 width (4 Places)	SMI
10.		B-4	.480-.015 width (4 Places) and 01.010MAM	SMI
11.		B-3	.500.06 radius (4 Places)	SMI
12.		B-2	.31+/- .03 radius (4 Places)	SMI
13.		C-3	.16+/- .03 length (4 Places)	SMI
14.		C-3	45°+/- 0° 30' 4 places	VISUAL
15.		Note 2	Remove all burrs and beak sharp edges .015 max. and 125 all over	VISUAL
16.		All	All blend radii present	VISUAL
17.		All	1.125 (4 Places)	SMI
18.		All	.785 (4 Places)	SMI

Attachment (5)

PAST PERFORMANCE MATRIX

References	\$ Value of Contract	Work Description	Contract Completed on Time YES / NO	Contract Completed at Cost YES / NO (if no % of overrun)	Provide Explanation for NO answers

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

Attachment (c)

**PAST PERFORMANCE QUESTIONNAIRE COVER SHEET
FOR SOLICITATION NUMBER N00174-03-R-0007**

Name of offeror questionnaire is being completed for:

Name of company completing questionnaire:

Name of the person and title completing questionnaire:

Length of time your firm has been involved with the offeror:

Type of work performed by referenced offer:

SUBMIT PAST PERFORMANCE QUESTIONNAIRE TO:

NAVSEA INDIAN HEAD, SURFACE
WARFARE CENTER DIVISION
101 Strauss Avenue, Bldg 1558
Indian Head MD 20640-5035
Karen A. Tindley, Contract Specialist,
Code 1142J
BY: May 12, 2003

Attachment (7)

**PAST PERFORMANCE QUESTIONNAIRE INTERVIEW SHEET
SOLICITATION NUMBER: N00174-03-R-0007**

RATING SCALE

Please use the following ratings to answer the questions. If you are unable to rate an item because it was not a requirement, never an issue, or you have no knowledge of the item in question then you should mark "N/A".

EVALUATION CRITERIA

- | | |
|----------------------|---|
| Exceptional - | The offerors performance was consistently superior.
The contractual performance was accomplished with
Few minor problems for which corrective action taken
By the contractor were highly effective. |
| Average - | The offerors performance was good, better than average,
Etc., and that they would willingly do business with the
Offeror again. The contractual performance was
Accomplished with some minor problems for which
Corrective actions taken by the contractor were effective. |
| Neutral - | No record exists. |
| Poor - | The offerors performance was entirely unsatisfactory
And that they would not do business with the offeror
again under any circumstances. The contractual
performance of the element being assessed contains
problems for which the contractor corrective actions
appear to be or were ineffective. |

CUSTOMER SATISFACTION

1. The referenced contractor was responsive to the Customers needs. E G N P N/A
2. The contractors personnel were qualified To meet the requirements. E G N P N/A
3. The contractors ability to accurately estimate Costs. E G N P N/A

TIMELINESS

4. The contractors ability to ensure, to the extent of Its responsibility, that all tasks were completed within The requested time frame. E G N P N/A

RELIABILITY

5. The contractor had a clear understanding of the work Detailed in the SOW. E G N P N/A
6. The contractors ability to complete tasks correctly the first time. E G N P N/A
7. The contractors ability to resolve problems. E G N P N/A

PRODUCT QUALITY

8. The contractors quality and reliability of services delivered. E G N P N/A
9. Quality, reliability, and maintainability of hardware delivered. E G N P N/A

PLEASE PROVIDE SUBJECTIVE REPOSSES FOR THE FOLLOWING:

10. Would you recommend this contractor for similar government contracts? Please explain:

11. Have you experienced special or unique problems with the referenced contractor that we should be aware of in making our decision?

12. In summary, which of the following would you choose to describe the quality of the referenced contractors service:

Significantly better than acceptable

Slightly better than acceptable

Acceptable

Slightly less than acceptable

Entirely unacceptable

13. In summary, which of the following would you choose to describe reference contractors willingness to cooperate to resolve performance disagreements:

Highly cooperative

Cooperative

Somewhat uncooperative

Highly uncooperative

Thank you for taking the time to complete the above information.

Interviewers Name: _____, Date _____.